

Panaji, 16th July, 2009 (Ashada 25 , 1931)

SERIES II No. 16

OFFICIAL GAZETTE

GOVERNMENT OF GOA



Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 15 dated 13-7-2009 from pages 287 to 288 regarding Notification from Department of Elections (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/87/2009-10/D.Agr/135

Read: Letter No. COM/II/11/2(2)/2008/129 dated 18-06-2009, from Goa Public Service Commission, Panaji.

On the recommendation of the Departmental Promotion Committee conveyed by Goa Public Service Commission vide their letter No. COM/II/11/2(2)/2008/129 dated 18-06-2009, Government is pleased to promote the following Junior Engineers to the post of Assistant Engineer, Group 'B' Gazetted in the Directorate of Agriculture, in the pay scale of Rs. 9,300-34,800+4,200/- Grade Pay on regular basis with immediate effect.

- 1) Shri Radhesh V. Kenaudekar.
- 2) Shri Rajendra R. Verlekar.

The above officers shall be on probation for a period of two years from the date of joining.

They shall exercise option within one month from the date of promotion to fix his pay in terms of F. R. 22 (I) (a).

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture
Jt. Secretary (ex officio).

Tonca-Caranzalem, 1st July, 2009.

Notification

No. 3/4/Agron/PPG/3-26/2009-10/D.Agr/192

Government is pleased to constitute a State Level Committee for launching of Campaign for ensuring 100% Seed Treatment in Important Crops during the year 2009-10 with following members:-

- | | | |
|---|-----|-------------------|
| 1 Hon'ble Minister for Agriculture | ... | Chairman. |
| 2 Secretary (Agriculture) | ... | Member. |
| 3 Director I.C.A.R. Research Complex, Ella | ... | Member. |
| 4 Director of Agriculture | ... | Member. |
| 5 Programme Co-ordinator for Krishi Vigyan Kendra (North), Ella | ... | Member. |
| 6 Programme Co-ordinator Krishi Vigyan Kendra (South), Margao | ... | Member. |
| 7 Dy. Director of Agriculture (PP) | ... | Member. |
| 8 Shri Ashok Joshi, Farmers Representative | ... | Member. |
| 9 Mr. Rozendo Mendonca, Farmers Representative | ... | Member. |
| 10. Plant Protection Officer, C.I.P.M.C., Vasco | ... | Member Secretary. |

The Committee is to discharge the following functions:

- 1 To co-ordinate the 100% Seed Treatment Campaign.
- 2 Report the achievements to Government of India.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture
Jt. Secretary (ex officio).

Tonca-Caranzalem, 2nd July, 2009.

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Order

No. 18-191-99/ARSZ/PROD/LQD/689

- Read: (1) Order No. 18-191-99/ARSZ/PROD/LQD/154 dated 15th April, 2009, terminating the Liquidation proceeding of the Chandreshwar Sahakari Samuhik Sheti Saunsta Ltd., Paroda, Quepem-Goa.
- (2) Minutes of the final General Body Meeting of the Chandreshwar Sahakari Samuhik Sheti Saunsta Ltd., Paroda, Quepem-Goa.
- (3) This office letter requesting the Liquidator to transfer surplus fund account to the Registrar surplus fund Account No. 67, maintained with the Goa State Co-op. Bank Ltd., Panaji-Goa.

In exercise of powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, Shri P. M. Naik, Asstt. Registrar of Co-op. Societies, South Zone, Margao-Goa in furtherance to above referred order dated 15th April, 2009 and compliance report to that effect received from the Liquidator hereby cancel the registration of the Chandreshwar Sahakari Samuhik Sheti Saunsta Ltd., Paroda, Quepem-Goa, the said Society shall be deemed to be dissolved and therefore cease to exist as a corporate body.

Sd/-, Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th June, 2009.

Order

No. 9-36-92/ARSZ/Credit/688

- Read: (1) Order No. 9-36-92/ARSZ/Credit/210 dated 27th April, 2009, terminating the Liquidation proceeding of the Miracles High School Staff Co-op. Credit Society Ltd., Sanguem-Goa.
- (2) Minutes of the final General Body Meeting of the Miracles High School Staff Co-op. Credit Society Ltd., Sanguem-Goa.

- (3) This office letter dated 21st May, 2009 requesting the Liquidator to transfer amount surplus account to the Registrar surplus fund Account No. 67, maintained with the Goa State Co-op. Bank Ltd., Panaji-Goa.

In exercise of powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, Shri P. M. Naik, Asstt. Registrar of Co-op. Societies, South Zone, Margao-Goa in furtherance to the order referred at Sr. No. 1 and compliance report to that effect received from the Liquidator, Shri P.Y.S Talaulikar, hereby cancel the registration of the Miracles High School Staff Co-op. Credit Society Ltd., Sanguem-Goa, the Society shall be deemed to be dissolved and cease to exist as a corporate body.

Sd/-, Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th June, 2009.

Notification

No. 5-1225-2009/ARSZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shri Shantadurga Womens Self Help Group Co-operative Society Limited," H. No. 400/A, Shantinagar, Near Panchayat Aquem Baixo, Navelim, Salcete-Goa is registered under code symbol No. GEN-©/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th June, 2009.

Certificate of Registration

"Shri Shantadurga Womens Self Help Group Co-operative Society Limited," H. No. 400/A, Shantinagar, Aquem Baixo, Navelim, Salcete, Goa has been registered on 16-6-2009 and it bears registration code symbol No. GEN-©/South Goa/2009 and it is classified as "General Society" under sub-classification No. 12-©-Others Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th June, 2009.

Notification

No. 5-1226-2009/ARSZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shree Devi Mauli Co-operative Housing Society Limited," Green Valley, Chicalim-Goa is registered under code symbol No. HSG-(b)-723/South Goa/2009.

Sd/- (P. L. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 25th June, 2009.

Certificate of Registration

"Shree Devi Mauli Co-operative Housing Society Limited," Green Valley, Chicalim-Goa has been registered on 25-6-2009 and it bears registration code symbol No. HSG-(b)-723/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. L. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 25th June, 2009.

Department of Finance**Revenue & Control Division****Directorate of Accounts****Order**

No. DA/Admn/45-9/09-10/TR-1012/29

The Government is pleased to order the transfer and posting of Shri Gurunath Potekar, Joint Director of Accounts, under Common Accounts Cadre working in the Office of Goa Housing Board, Porvorim to the Directorate of Health Services, Campal, Panaji with immediate effect on administrative ground.

The deputation period of Shri Gurunath Potekar, Joint Director of Accounts in the Goa Housing Board, Porvorim stands extended till the date of his relief from the said Board.

Shri Agnelo Fernandes, Joint Director of Accounts shall hold the additional charge of the post of Chief Accounts Officer in the office of the Goa Housing Board, Porvorim in addition to his own duties in the

Goa Sarva Shiksha Abhiyan, Porvorim as temporary stop gap arrangement, till the regular substitute is posted.

On joining the new assignments, the Officers shall send CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

Shripad G. Naik, Joint Secretary.

Panaji, 2nd July, 2009.

Order

No. DA/Admn/10-78/2009-2010/TR-1055/32

Sanction of the Government is hereby accorded to re-employ belowmention retired Accounts Personnel of this Directorate on contract basis for the further period of 3 months from the date of completion of initial period of engagement on same terms and conditions.

Sr. No.	Name of the officer	Earlier designation	Date from when extension is sanctioned
1.	Shri Gajanan Harmalkar	Retd. Jt. Director of Accounts	04-06-2009.
2.	Shri Menino Dias	—do—	01-07-2009.
3.	Shri Joseph Noronha	—do—	04-08-2009.
4.	Shri Ravindra R. Kerikar	—do—	19-08-2009.
5.	Shri R. B. Mardolkar	Retd. Dy. Dir. of Accounts	02-06-2009.
6.	Shri Suhas Bhatikar	—do—	18-06-2009.
7.	Shri R. D. Marathe	Retd. Asstt. Accounts Officer	02-06-2009.
8.	Shri Caetano D'Souza	—do—	05-06-2009.
9.	Shri Vassudev S. Sawant	—do—	19-08-2009.

Shripad G. Naik, Director of Accounts.

Panaji, 6th July, 2009.

Order

No. DA/Admn/45-1/2009-10/TR-1054/31

On the recommendations of Departmental Promotion Committee as conveyed by Goa Public Service Commission vide their letter No. CCM/II/11/1(1)/2001-05/Vol. II/199 dated 01-07-2009, Government is pleased to promote the following Dy. Director of Accounts under Common Accounts Cadre to the post of Jt. Director of Accounts (Group A' Gazetted) in the Pay Band PB-3, Rs. 15,600-39,100 plus Grade Pay of Rs. 6,600/- on regular basis from the date of taking over the charge of the post:

Sr. No.	Name of the Officer	Posted on Promotion
1	Shri G. U. S. Kunkolienkar	O/o the Chief Electrical Engineer, Electricity Department, Panaji-Goa vice Smt. Maria D'Souza transferred.
2	Shri Arvind Kamat	Institute of Public Assistance (Provedoria), Panaji-Goa, thereby relieving Shri P. S. Gude, Jt. Director of Accounts of additional duties.
3	Shri D. M. Sathe	Goa Meat Complex, Panaji-Goa, thereby relieving Shri Pradeep Narvekar, Jt. Director of Accounts of additional duties.

Smt. Maria D'Souza, Jt. Director of Accounts, working in the O/o the Chief Electrical Engineer, Electricity Department, Panaji-Goa is transferred and posted in the Goa Housing Board, Porvorim (on deputation).

Further, Shri Arvind Kamat, Jt. Director of Accounts shall hold the additional charge of the post of Dy. Director of Accounts/Accounts Officer in the Department of Information Technology, Porvorim-Goa in addition to his own duties in Institute of Public Assistance (Provedoria), Panaji-Goa, as temporary stop gap arrangement, till the regular substitute is posted.

The promoted Officers shall be on probation for a period of 2 years in the first instance. They should exercise an option for fixation of pay in terms of

F.R. 22(I)(a)(1) within one month from the date of promotion.

The deployment of Officers at Sl. Nos. 2, 3 & Smt. Maria D'Souza will be on deputation basis initially for a period of one year and shall be regulated as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 as amended from time to time.

On expiry of the deputation period of Officers at Sl. Nos. 2, 3 & Smt. Maria D'Souza shall necessarily be relieved on 05-07-2010 to report back to the parent Department, unless the deputation period is extended by the Competent Authority. In the event officers on deputation overstays for any reason whatsoever, they will be liable for disciplinary action and other adverse civil/service consequences.

The Institute of Public Assistance (Provedoria), Panaji-Goa, Goa Meat Complex, Panaji-Goa and Goa Housing Board, Porvorim shall be liable to pay to the Government leave salary and pension contribution in respect of Officers at Sl. Nos. 2, 3 & Smt. Maria D'Souza, Jt. Director of Accounts at the prescribed rates.

On joining their new assignment, the above Officers shall send their CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

Shripad G. Naik, Joint Secretary.

Panaji, 6th July, 2009.

Order

No. 6/1/2008-Fin(R&C) (Part)

Read: 1) Order No. 6/1/2008-Fin(R&C)Part dated 21-02-2009.

2) Order No. 6/1/2008-Fin(R&C)Part dated 10-04-2008.

The ad hoc promotion of the following Commercial Tax Officer (Group 'B' Gazetted) made vide Orders dated 21-02-2008 and 10-04-2008, cited above are hereby extended for further period of six months as shown below against their names or

till appointment is made on regular basis, whichever is earlier.

Sr. No.	Name of the Officer	Period	
		From	To
1.	Smt. Asha Hamalkar	21-02-2009	20-08-2009.
2.	Shri Diogo Fernandes	21-02-2009	20-08-2009.
3.	Shri Xec Jainuddin	10-04-2009	09-10-2009.
4.	Shri Ismail A. K. Shaikh	10-04-2009	09-10-2009.
5.	Smt. Swati A. Dalvi	10-04-2009	09-10-2009.
6.	Smt. Maria Alice Pires	10-04-2009	30th June, 2009 i.e. date of retirement.
7.	Smt. Deepali D. Naik	10-04-2009	09-10-2009.
8.	Shri Ulhas K. Naik	10-04-2009	09-10-2009.
9.	Shri Alexio Francisco Vaz	10-04-2009	09-10-2009.
10.	Smt. Maria Christina Varella	10-04-2009	09-10-2009.
11.	Smt. Voilet B. Gomes	10-04-2009	09-10-2009.

This is issued with the concurrence of Goa Public Service Commission, Panaji conveyed vide their letter No. COM/II/11/43(1)/94/819 dated 9-6-2009.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Fin (Rev. & Cont.).

Porvorim, 6th July, 2009.

Infrastructure & PPP Cell

Corrigendum

No. 1/15/2006-PPP/208

Read: Order No. 1/15/2006-PPP/dated 25-8-2008.

The names of the Members mentioned at Sr. Nos. (xiv), (xv) and (xvi) of the above cited Order should be read as

(xiv)	Shri Arindam Dasgupta, Eminent Professor, GIM	—	Member.
(xv)	Secretary, Planning, Government of Goa	—	Member.
(xvi)	Director, PPP Cell	—	Member Secretary.

instead of

(xiv)	Secretary, Planning, Government of Goa	—	Member.
(xv)	Mr. S. Shankhogue, Director (PPP)	—	Member Secretary.

Anupam Kishore, Jt. Secretary (DMU)/Director (PPP Cell).

Porvorim, 7th July, 2009.

Department of Home

Home—General Division

Notification

No. 1/60/87-HD(G)/Vol.IV

Read: Government Notification No. 1-60-87-HD(G)/Vol.III dated 21-04-1994 published in the Extraordinary Official Gazette, Series II No. 3 dated 22-04-1994.

In exercise of the powers conferred by clause (s) of Section 2 of the Code of Criminal Procedure, 1973 (2 of 1974) and all other powers enabling it in this behalf, the Government of Goa hereby declares the Anti-Narcotic Cell of the Goa Police Department to be a police station for the purpose of investigation of the offences under the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 (Central Act 46 of 1988), with jurisdiction over the whole of the State of Goa.

By order and in the name of the Governor of Goa.

Siddhivinayak Surendra Naik, Under Secretary (Home).

Porvorim, 3rd July, 2009.

Department of Labour

Order

No. 28/25/2008-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Cartini India Limited, Karaswada and their workmen represented by

Gomantak Mazdoor Sangh in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the following demands raised by the Gomantak Mazdoor Sangh, vide letter dated 01-11-2007 before the management of M/s. Cartini India Limited, Tivim Industrial Estate, Karaswada, Mapusa-Goa and Madkaim Industrial Estate, Madkaim, Ponda-Goa are legal and justified?

CHARTER OF DEMANDS

Demand No. 1: Pay Scale

It is demanded that the proper pay scales be given to the workmen as below, since the workmen are classified as semi-skilled, skilled and highly skilled and that workmen be placed in appropriate grade considering their skills:

W1 : 2050-75-2425-85-2850-95-3325-105-3850-115-4425-120-5025-125-5650.

W2 : 1850-65-2175-75-2550-85-2975-95-3450-100-3950-105-4475-110-5025.

W3 : 1750-60-2050-70-2400-80-2800-90-3250-95-3725-100-4225-105-4750.

Demand No. 2: Flat Rise

It is demanded that all the workmen shall be given the flat rise at the rate of Rs. 1,000/- and that this amount should be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: Seniority Increment

It is demanded that the workmen should be given seniority increments as mentioned below:

Service upto 3 years : One increment.

Service from 3 years to 7 years : Two increments.

Service from 7 years and above : Three increments.

Demand No. 4: Variable Dearness Allowance (VDA)

Considering the inflation and Goa being the tourist State, it is demanded that Variable Dearness Allowance should be paid at the rate of Rs. 2/- per point rise beyond 2000 AICPI points (1960=100) and further demanded that the computation of Variable Dearness Allowance should be made quarterly based on the average rise of the preceding quarter.

Demand No. 5: House Rent Allowance (HRA)

It is demanded that House Rent Allowance should be paid at the revised rate of 25% of basic and other Allowance, as the cost of accommodation is very high in Goa due to tourist State.

Demand No. 6: Education Allowance

It is demanded that the Education Allowance should be paid at the revised rate of Rs. 500/- per month.

Demand No. 7: Conveyance Allowance

It is demanded that all workmen should be paid Conveyance Allowance at the rate of Rs. 500/- per month.

Demand No. 8: Paid Holidays

It is demanded that all workmen should be granted paid holidays at the rate of 12 days per year. It is further demanded that the festival holidays that fall on Sundays should be changed to next day or one day earlier, and the same be finalized in consultation with the Union.

Demand No. 9: Leave

It is demanded that all workers should be given leave on following basis:

(A) *Earned Leave*: It is demanded that all the workmen should be given earned leave at the rate of 30 days per year with accumulation upto 90 days and that such leave be allowed at 10 times in a year.

(B) *Casual Leave*: It is demanded that all the workmen should be given casual leave at the rate of 15 days per year.

(C) *Sick Leave*: It is demanded that all the workmen should be given sick leave at the rate of 15 days per year and such leave be allowed to accumulate upto 60 days.

Demand No. 10: Leave Travel Allowance

It is demanded that Leave Travel Allowance should be paid at the revised rate of Rs. 2,500/- per

annum with minimum of four days earned leave. The amount should be paid one week before the commencement of leave.

Demand No. 11: Festival Advance

It is demanded that each workman should be granted festival advance of Rs. 2,500/- once in a year at the time of festival to meet the additional expenses incurred by him for such festival, which shall be recovered by 10 equal installments.

Demand No. 12: Bonus/Ex-gratia

It is demanded that all the workers should be paid Bonus/Ex-gratia at the rate of 20% of gross annual wages before Ganesh festival of every year.

Demand No. 13: Uniform

It is demanded that all the workers should be provided with two sets of uniform in the month of January of every year.

Demand No. 14: Washing Allowance

It is demanded that all the workmen should be paid washing allowance at the rate of Rs. 150/- per month as the cost of washing uniforms is very high and that washing allowance to be just and proper.

Demand No. 15: Fixed Dearness Allowance (FDA)

It is demanded that 10% of basic should be paid as Fixed Dearness Allowance per month to all the workmen.

- (2) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 6th July, 2009.

Notification

No. 28/1/2009-IAB/938

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/40/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 9th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. IT/40/2004

Ms. Andreza Cruz,
Chovki Vaddo,
P.O.: Carmona-Goa.

..... Workman/Party I

V/s

M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim, Goa.

..... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

A W A R D

By order dated 11-10-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, Salcete-Goa, in terminating the services of Ms. Andreza Cruz, Resort Attendant, with effect from 27-01-2004, is legal and justified?

- (2) If not, what relief the workman is entitled to?"

2. Notices were issued to both parties. The Party I filed her claim statement at Exb. 4. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Resort Attendant from 18-9-2000 till the date of her termination i.e. till 26-1-2004. The Party I has stated that she was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive her permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing her to sign a contractual appointment. The Party I stated that she was assured by the Party II that her services would be regularized. However, instead of regularizing her services, the Party II terminated her services w.e.f. 26-1-2004. The Party I has stated that she had rendered continuous services of 240 days in the twelve months preceding her termination. The Party I has stated that the Party II has violated Section 25-F of the

Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150 workmen despite which Party II did not seek permission from the appropriate Government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that her termination is illegal and unjustified and she has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that she was assured that she would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that she is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 9:

ISSUES

1. Whether the Party I proves that the Party II terminated her services from 27-1-2004 in violation of the provisions of Sec. 25F and Chapter VB of the Industrial Disputes Act, 1947?
2. Whether the Party I proves that the action of the Party II in terminating her services w ef. 27-1-2004 is illegal and unjustified?
3. Whether the Party II proves that the dispute referred is not an Industrial Dispute either under Sec. 2K or 2A of the I. D. Act, 1947 and hence the reference is not maintainable?
4. Whether the Party II proves that the Party I was appointed purely on contractual basis for a fixed term period and the termination of her service was as per agreements which did not amount to 'retrenchment'?
5. Whether the workman/Party I is entitled to any relief?
6. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on

2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 13. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete, Goa, shall pay in total a sum of Rs. 25,980/- (Rupees Twenty five thousand nine hundred eighty only) to Ms. Andreza Cruz by way of 3 installments:

(a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12541 dated 1-4-2009 drawn on HDFC Bank, payable at par.

(b) 2nd installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12490 dated 20-4-2009 drawn on HDFC Bank payable at par.

(c) 3rd installment of Rs. 5,980/- (Rupees Five thousand nine hundred eighty only) bearing cheque No. 012518 dated 18-5-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 25,980/- (Rupees Twenty five thousand nine hundred eighty only) shall include all her claims arising out of the present reference No. IT/40/2004 and her employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Ms. Andreza Cruz shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all her claims arising out of the present reference and arising out of her employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc., or any other claim which can be computed in terms of money, in complete satisfaction of all her claims including the claim made in the present reference No. IT/40/2004 and further confirm that she shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court

Notification

No. 28/1/2009-LAB/656

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/53/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 10th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. IT/53/2004

Shri Franky Pereira,
Carmona Xirro,
PO: Carmona,
Salcete-Goa.

..... Workman/Party I

V/s

M/s. Haathi Mahal
Resort Hotel, Mobor,
Cavelossim, Goa.

..... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II is represented by Adv. M. S. Bhandodkar.

A WARD

By order dated 23-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of

Shri Franky Pereira, Resort Attendant, with effect from 25-1-2004, is legal and justified?

(2) If not, what relief the workman is entitled to?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Resort Attendant from 16-10-2001 till the date of his termination i.e. till 24-1-2004. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 24-1-2004. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate Government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Resort Attendant on the regular post continuously from 16-10-2000 till the date of his termination?
2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w.e.f. 24-1-2004 is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 13. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavellossim, Salcete, Goa, shall pay in total a sum of Rs. 21,012/- (Rupees Twenty one thousand twelve only) to Shri Franky Pereira by way of 2 installments:

(a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12480 dated 1-4-2009 drawn on HDFC Bank, payable at par.

(b) 2nd installment of Rs. 11,012/- (Rupees Eleven thousand twelve only) bearing cheque No. 12485 dated 20-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 21,012/- (Rupees Twenty one thousand twelve only) shall include all his claims arising out of the present reference No. IT/53/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Shri Franky Pereira shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc., or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/53/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court

Notification

No. 28/1/2009-LAB/493

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 26-03-2009 in reference No. IT/66/97 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 7th May, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding
Officer)

Case No. IT/66/97

Shri Lala K. Shirodkar,
Pimpamol,
Collem-Goa.

... Workman/Party I

V/s

The Executive Engineer,
W. D. IX, Irrigation Department,
Gogol, Margao-Goa.

...Employer/Party II

Workman/Party I - Shri Subhash Naik.

Employer/Party II - Adv. G. D. Kirtani.

A WARD

(Passed on this 26th day of March, 2009)

1. By order dated 4-11-97, the Government of Goa in exercise of powers conferred under Section 10(1) (d) of the Industrial Disputes Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication:

"(1) Whether the action of the Executive Engineer, WD IX, Irrigation Department, Gogol, Margao-Goa, in terminating the services of Shri Lala K. Shirodkar, Gauge Reader, with effect from 29-11-1988, is legal and justified?

(2) If not, to what relief the workman is entitled to?"

2. Notices were issued to both parties. Party I filed his claim statement at Exb. 3. The Party II filed its written statement at Exb. 4 and the rejoinder of the Party I is at Exb. 5.

3. The case of the Party I is that, he was employed by the Party II as a Gauge Reader on daily wages since June, 1984. As a Gauge Reader he was required to measure the level of Candepar River, daily after every hour. Initially he has worked at Maid, Collem, Barcem, Dhudhsagar, etc. Initially he was paid daily wages of Rs. 16/- which amount was revised from time to time. At the time of his termination in the year 1988, the Party I was paid Rs. 36/- per day. The Party I has alleged that on 29-11-88, the Party II orally terminated his services on the ground that he refused to work at Canacona site. The Party I has claimed that the reason given by the Party II is not correct as he had never

refused to work at Canacona. The Party I has stated that he had worked for the Party II continuously for a period of 240 days. The Party II had neither issued to him any notice nor paid any compensation and had thereby violated provisions of Section 25(F) of the Act. The Party I has also alleged violation of Sections 25(G) and 25(H) of the Industrial Disputes Act, 1947. The Party I has therefore sought re-instatement with continuity in service and full back wages.

4. The Party II has denied that it had appointed the Party I. It is stated that the Party I had worked only under Nominal Muster Roll i.e. as and when required, during her monsoon season and was paid daily wages as per the prevailing rates. The Party II has denied that the Party I is a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act and that it is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act. The Party II has denied that the Party I has worked continuously for a year and has stated that provisions of Section 25(F) are not applicable. The Party II has stated that the Party I is not entitled for any reliefs.

5. Based on the aforesaid pleadings, the following issues were framed:

- 1 Whether the workman/Party I proves that he was employed with the employer/Party II as a Gauge Reader since 1984?
- 2 Whether the workman/Party I proves that the termination of his services by the employer/Party II w.e.f. 29-11-88, is illegal and unjustified?
- 3 Whether the employer/Party II proves that the Party II is not an 'industry' as defined under I. D. Act, 1947?
- 4 Whether the employer/Party II proves that the Party I is not a 'workman' as defined under I. D. Act, 1947?
- 5 Whether the workman/Party I is entitled to any relief?
- 6 What Award?

6. Shri. S. Naik has argued on behalf of the Party I and Adv., Shri Kirtani has argued on behalf of the party II. I have perused the records and considered the arguments advanced by the respective parties. I shall first decide Issue Nos. 3 & 4 as the same are jurisdictional issues.

7. *Issue Nos. 3 & 4:* The Party I was working for the Party II as a Gauge Reader on Rs. 5/- daily

wages. The Party II has claimed that the Party I is not a workman as he was working on a Nominal Muster Roll, he was not issued any appointment letter and was not issued any memo for remaining absent. It may be mentioned here that issuance of appointment letter or memo are not sine qua non for being a workman. For an employee to be a 'workman' within the meaning of Section 2(s), he must be employed to do (1) Manual work, (2) Unskilled work, (3) Skilled work, (4) Technical work, (5) Operational work, (6) Clerical work, (7) Supervisory work and he should not fall in any of the excluded categories of the section. In the instant case the Party I was working as Gauge Reader. Shri Prahlad Purchit, the witness of the Party II has stated that as a Gauge Reader, the Party II was required to take depth of the river water. He has further deposed that as an unskilled labourer the Party I was doing the work of digging, helping in fixing gauge poles, putting concrete etc. The aforesaid evidence indicates that the Party I was doing the manual work and he does not fall in any of the exclusory clauses of the section.

8. In the case of P. Joseph v/s Management of Gopal Textiles Mills reported in 1975 ILJ 136 Madras High Court has held that the definition of 'workman' does not exclude even the casual employee of a substitute like badli. It has been held that "the definition has not provided for the exclusion of a casual labourer from the category of workman nor has it laid down that only the permanent employees of an industry will be workmen. Certain employees have been excluded from the definition of 'workman' but such exceptions also do not include a casual labourer. The primary condition that has to be fulfilled by an employee to bring him within the definition of 'workman' is that he must be employed in an industry for hire or reward. The concept of permanent employment is not the only criteria of the definition of the term 'workman'. Any person or employee who satisfies the primary conditions as stated above and who doesn't come within the exception contained in the definition will be a workman. If a casual labourer is employed in an industry for hire or reward, he will be a 'workman' within the meaning of Section 2(s) of the I. D. Act, 1947. There is nothing in the definition of terms 'workman' which excludes a casual labourer."

9. In the instant case as stated earlier, the Party I was performing duties of a 'workman' and does not fall in any of the exclusory clauses of the section. The next question is whether he was working in an "industry" as the Party II has

claimed that it is not an industry within the meaning of Section 2(j) of the I. D. Act. It may be mentioned that in the case of Des Raj v/s State of Punjab AIR 1988 SC 1182, the Apex Court has held that the irrigation Department is an industry within the meaning of Section 2(j) of the I. D. Act. In the subsequent decision in the case of Executive Engineer (State of Karnataka) v/s. K. Somashetty 1997(11) CLR 387, the Apex Court has held that the Irrigation Department is not an industry. The Bombay High Court, in the case of Executive Engineer & anr. v/s Anant Yadao Murate & anr in 1999 (supp) Bom. 324, after considering both these decisions & other decisions of the Apex Court, has held that the view laid down in Des Raj's case is better in point of law and hence it is the view in Des Raj's case which will have to be followed. This being the case, the irrigation Department is held to be an Industry within the meaning of Section 2(j) of the I. D. Act.

10. As stated earlier, the Party I was employed as a casual worker for daily wages with the Party II. which is held to be an Industry. The Party I does not come within the exceptions contained in the definition of the 'workman'. This being the case the Party I is a 'workman' within the meaning of the Act. Hence issues Nos. 3 & 4 are answered in the negative.

11. *Issue Nos. 1 & 2:* It is not in dispute that the Party I was employed by the Party II as a Gauge Reader since 1984. It is also not in dispute that Gauge reading is done only during monsoon season. The service of the Party I was terminated without giving any notice of paying one month's wages in lieu of the notice. The Party II has claimed that the Party I was employed only during a particular season on temporary basis and as such there was no questions of issuing notice of paying wages in lieu of notice. Whereas, the Party II has claimed that he was working as a labourer during off season, which statement is denied by the Party II. This being the case, the onus was on the Party I to prove that he had rendered continuous service of 240 days during a period of twelve calendar months preceding the date with reference to which calculation has to be made.

12. In this regard the Party I has deposed that he was working as a Gauge Reader at Candepar since 1984. He has stated that he had joined service some time on 15th or 16th of June, 1984 and worked at Candepar till November, 1984 and thereafter he was given a break for 6 months. He has stated that he was taken back in service in June, 1985. He has deposed that from the year 1985

he has worked continuously without any break till the date of termination of services i.e. till 28-11-98. He has denied the suggestion that in the year of 1986 he had worked only in the month of September, October and November and that he had worked only for 4 months from August to 15th November in 1987. He has also denied that he had not worked in the month of April and May, 1988. The Party I has not produced any evidence to corroborate his claim that he was in continuous service from 1985 till November, 1988. It may be mentioned here that Shri Prahlad Purohit, the witness of the Party II has deposed that the Party I was engaged on Nominal Muster Roll. He has deposed that a person is engaged on Nominal Muster Roll whenever there is a necessity and he is paid for the work done by him as per the number of days he is engaged. The Party II had produced copies of NMR dated 15-5-84, 31-7-84, 1-10-84, 1-5-85, 27-5-85, 22-7-85, 20-11-85, 1-3-86, 24-3-86, 25-4-86, 4-6-86, 1-9-86, 20-10-86, 15-7-87, 31-8-87, 31-10-87, 26-4-88, & 26-7-88 at Exb. E-1 colly. The Party I has admitted having signed the Nominal Muster Roll (NMR) in acknowledgement of the amount received by him towards his wages. The witness of the Party II has also produced NMR dated 9-9-88 at Exb. E-2. The Party II has also produced the statement at Exb. E-3 showing the number of days the Party I had worked. The witness Prahlad Purohit has stated that the said statement at Exb. E-2 is based on NMR's at Exb. E-1 colly and Exb. E-2. He has stated that, in the year 1984 the Party I had worked only for 153 days with a break in service from 1-12-84 to 31-3-85. He has deposed that in the year 1985 the Party I had worked for 200 days, in the year 1986 the Party I had worked for 234 days and subsequently 91 days with break in service in between. He has deposed that in the year 1987 the Party I had worked for 106 days and in the year 1988 the Party I had worked for 13 days in the month of March and 11 days in the month of May and 124 days from June, 1988 to November, 1988.

13. The Party II has also examined Balkrishna Atmaram Dessai. This witness has deposed that the Party I was engaged as a Gauge Reader. He has deposed that the Gauge Reader works only for 6 months in a year i.e. from June to November. He has stated that no wages or any other amount is paid to Gauge Reader for the period between December to May, during which period the Gauge Readers are not employed. This witness has stated that the statement at Exb. 3 is prepared by him and the same is based on record.

14. As stated earlier the evidence adduced by the Party I does not in any manner indicate that he was in continuous service for a period of 240 days. On the contrary, the evidence of the witnesses Prahlad Purohit and Balkrishna Atmaram Dessai viz-a-viz the copies of NMR at Exb. E-1 colly and Exb. E-2 and the statement at Exb. E-3 proves that the Party I had not rendered continuous service during the period of 12 calendar months preceding the date of termination. The Apex Court in the case of DGM Oil & Natural Gas Corporation Ltd., and another v/s Ilias Abdulrehman 2005 (2) SCC 183 has held that the number of days of work put in broken periods cannot be taken as a continuous employment for the purpose of Sec. 25F of the Act. Since the Party I has not rendered continuous service of 240 days, he was not entitled for notice and compensation under Section 25(F) of the Industrial Disputes Act and non compliance of the Section 25(F) does not render the termination illegal. Consequently the Party I is not entitled for any relief. Hence issue Nos. 1 & 2 are answered in the negative.

15. Under the circumstances and in view of the discussion supra I pass the following order.

ORDER

1. The action of the executive engineer, WD XI, Irrigation Department, Gogol, Margao, in terminating the services of Shri Lala K. Shirodkar, Gauge Reader, w.e.f. 29-11-88 is held to be legal and justified.
2. The Party I/workman is not entitled for any relief.
16. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal,
-cum-Labour Court-I

Notification

No. 28/1/2009-LAB/499

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 30-03-2009 in reference No. IT/68/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 7th May, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding
Officer)

Ref. No. IT/68/96

Workmen,
Rep. by,
The All Goa General
Employees' Union,
P. O. Box No. 90,
Vasco-Da-Gama,
Goa 403 802.

... Workmen/Party I

V/s

M/s. Hydroflex Equipments Ltd.,
Kakoda Industrial Estate,
Kakoda, Goa.

... Employer/Party II

Party I/Workman is represented by Adv.T.Pereira.

Party II/Employer is absent.

A WARD

(30th day of March, 2009)

1. The workman represented by the Party I Union are the Employees of the Party II which was engaged in manufacturing of High Pressure Hosepipes Assemblies. The Party I had served a Charter of Demands on the Party II setting out specific areas where the working conditions was sought to be improved and also setting out the desired changes in the wage structure. The Party II did not concede with these demands and hence the Party I raised an Industrial Dispute. The Conciliation Proceedings were initiated by the Deputy Labour Commissioner, which ended in failure. On receipt of the failure report; the Government of Goa referred the dispute to this Tribunal.

2. Notices were issued to both parties. The Party I filed a claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I has stated that the demands raised by them are just, reasonable and fair and are within the financial reach of the Party II.

4. The Party II had stated that the demands raised by the Party I are untenable and that there is no scope for upward revision of salary allowance, leave and holidays.

5. Based on the aforesaid pleadings the following issues were framed:

1. Whether the workmen/Party I proves that their demands mentioned in schedule "A" annexed to the reference are legal and justified?
2. Whether the workmen/Party I are entitled to any relief?
3. What Award?

6. The matter was posted for evidence and the evidence of the Party I was partly recorded. However, on 20-3-2009 the Party I filed an application at Exb. 13 stating that the Party II has already closed down its establishment w.e.f. 1-8-2002 and that no useful purpose would be served by proceeding with the said Charter of Demands. The Party I/workmen has therefore stated that they are withdrawing the Industrial Disputes raised by them.

7. In view of the application at Exb. 13 the dispute referred by the Government to this Tribunal by order dated 6-12-1996 does not survive.

8. Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal,
-cum-Labour Court-I

Notification

No. 28/1/2009-LAB/498

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 26-03-2009 in reference No. IT/34/95 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 7th May, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/34/95

Shri Francisco Xavier D'Cunha,
Azoxim, Corpir, Dongrim,
Neura, Ilhas-Goa. ... Workman/Party I
V/s
M/s. Shirodkar General Repairs,
Behind Azavedo Building,
Patto, Panjim-Goa. ... Employer/Party II
Workman/Party I is represented by Adv. Suhas Naik.
Employer/Party II is represented by Adv. P. J. Kanat.

A WARD

(Passed on this 26th day of March, 2009)

1. By order dated 2-8-95, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute for adjudication of this Tribunal.

"(1) Whether the action of the management of M/s. Shirodkar General Repairs, Panaji-Goa, in terminating the services of Shri Francisco Xavier De Cunha, Welder, with effect from 25-02-1994 is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. On receipt of the said reference IT/34/95 was registered. Notices were issued to both parties, pursuant to which the Party I filed his claim statement at Exb. 3 and the Party II has filed its written statement at Exb. 5. The rejoinder of Party I is at Exb. 6.

3. The Party I has claimed that he was employed with the Party II as a Welder from 1984 and that he worked continuously till 24-02-1994. The Party I stated that on 25-02-1994 the Party II did not allow the Party I to join duties and therefore he had raised an Industrial Dispute. During the pendency of Conciliation Proceedings the Party II agreed to allow him to resume duties without back wages. The Party I stated that as suggested by the Assistant Labour Commissioner, he had approached the Party II and had informed that he was willing to resume duties without back wages. However, the Party II did not allow him to report for duties. The Party I has stated that the action of the Party II is illegal, unjust and mala fide. The Party I has therefore sought reinstatement with full back wages and all consequential benefits.

4. The Party II has stated that it is not an industry within the meaning of the Act. The Party II has further denied that it had refused

employment to the Party I. The Party II has stated that the Party I had himself abandoned the services from 26-02-1994. The Party II therefore claims that the Party I is not entitled for any relief.

5. Based on the aforesaid pleadings, the following issues were framed:

1. Whether the Party I prove that the Party II terminated his services w.e.f. 25-02-1994 which is illegal and unjustified?
2. Whether the Party II proves that it is not an "Industry" within the meaning of the I. D. Act, 1947 and hence reference is not maintainable?
3. Whether the Party II proves that the Party I abandoned the services from 26-02-1994?
4. Whether the Party I is entitled to any relief?
5. What Award?

6. The matter was posted for evidence and the evidence was also partly recorded. In the course of the proceedings, the parties arrived at an amicable settlement and filed the terms of settlement at Exb. 17. The said terms are agreeable to both parties and in my considered view the same are in the interest of the workmen. Hence, I pass the following award as per the terms of the settlement at Exb. 17.

ORDER

1. It is agreed between the parties that the termination of the Party I w.e.f. 25-2-1994 is legal and justified.
2. It is agreed between the parties that the Party II shall pay an amount of Rs. 13,000/- (Rupees Thirteen thousand only) to the Party I in full & final settlement of all his claims.
3. It is agreed between the parties that on payment of the sum agreed in Clause (2) above, the Party I shall have no claim of whatsoever nature against the Party II and that his dispute is conclusively settled.
4. It is agreed between the parties that the sum of Rs. 13,000/- agreed in Clause (2) above shall be paid on the date of filing of these consent terms.
7. Inform the Government accordingly.

Sd/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal,
-cum-Labour Court-I

Notification

No. 28/1/2009-LAB/497

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 31-03-2009 in reference No. IT/15/08 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 7th May, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/15/08

Workmen,
Rep. by,
Goa trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa. ... Workmen/Party I
V/s
M/s. Arlem Breweries,
A Division of Aurangabad
Breweries Ltd.,
Arlem, Raia-Goa. ... Employer/Party II
Workmen/Party I - Adv. Suhas Naik.
Employer/Party II - Shri V. S. Gaitonde.

A WARD

(Passed on this 31st day of March, 2009)

1. The Workmen of the Party II represented by the Party I Union had raised a Charter of Demands, which were not conceded by the Party II. The Party I had raised an Industrial Dispute. The Government of Goa, vide order dated 17-4-2008, referred the said dispute to this Tribunal for adjudication.

"(I) Whether the following charter demands raised by the Goa Trade and Commercial Workers' Union, Panaji-Goa. before the management of Arlem Breweries, Arlem, Raia-Goa. vide letter dated 15-03-06 is legal and justified?

CHARTER OF DEMANDS**1. Demand No. 1: Flat rise in basic salary and pay scales**

It is demanded that each workman should be paid a sum of Rs. 1,000/- as a flat rise over and above the existing "Basic Salary" earned by him/her as on 31-12-2005. The "Basic Salary" of each workman as on 31-12-2005 Plus the flat rise of Rs. 1,000/- per month shall be placed in the respective pay scales given below and fitted in it at the appropriate stage in the pay scale and paid to each workman with effect from 1-1-2006.

2. Demand No. 2: Pay scales and grades

In order to reflect the changes during the past years and the incremental distance covered by the workmen in their respective pay scales, it is demanded to drop three stages from the initial stages of the existing pay scales in the respective grades while adding three new stages in each of them with new rates of increments to be applicable with effect from 1-1-2006.

Grade	Pay Scales
I	1025-45-1250-50-1500-1775-60-2075-65-2400.
II	1250-50-1500-55-1775-60-2075-65-2400-70-2750-80-3150-90-3600-100-4100.
III	1375-55-1650-60-1950-65-2275-70-2625-75-3000-3425-95-3900-105-4425.
IV	1500-60-1800-65-2125-70-2475-2850-80-3250-90-3700-100-4200-110-4750.
V	1625-65-1950-70-2300-75-2675-80-3075-85-3500-95-3975-105-4500-115-5075.
VI	1750-70-2100-2475-80-2875-85-3300-90-3750-100-4250-110-4800-120-5400.
VII	1875-75-2250-80-2650-85-3075-90-3525-95-4000-105-4525-115-5100-125-5725.
VIII	2075-85-2500-90-2950-95-3425-100-3925-105-4450-115-5025-125-5650-135-6325.
IX	2275-95-2750-100-3250-105-3775-115-4350-125-4975-140-5675-155-6450-170-7300.

Clerical

CL-I	1800-75-2175-80-2575-85-3000-90-3450-95-3925-105-4450-115-5025-125-5650.
CL-II	2000-85-2425-90-2875-95-3350-100-3850-105-4375-115-4950-125-5575-135-6250.

CL-III 2200-95-2675-100-3175-105-3700-115-4275-
-125-4900-135-5575-145-6300-155-7075.

3. Demand No. 3: Seniority Increments

It is demanded that the workmen who have completed the following numbers of years as on 1-1-2006 be made eligible to seniority increments, as follows:-

- | | |
|--|-----------------------|
| i) Upto 5 years | ... One Increment. |
| ii) Above 5 years upto 10 years | ... Two Increments. |
| iii) Above 10 years upto 15 years | ... Three Increments. |
| iv) Above 15 years upto 20 years | ... Four Increments. |
| v) Above 20 years | ... Five Increments. |
| vi) As and when a workman completes 25 years of service, he/she shall be paid one special increment. | |

4. Demand No. 4: Fixed Dearness Allowance (FDA)

It is demanded that, with effect from 1-1-2006 all the workmen should be paid a rise of Rs. 500/- per month in fixed dearness allowance.

5. Demand No. 5: Variable Dearness Allowance (VDA)

It is demanded that all the workmen should be paid variable dearness allowance as per present practice.

6. Demand No. 6: Conveyance Allowance

It is demanded that with effect from 1-1-2006 each workman should be paid a conveyance allowance at the rate of Rs. 20/- per day.

7. Demand No. 7: Leave Travel Allowance (LTA)

It is demanded that with effect from 1-1-2006 each workman should be paid Rs. 4,500/- in the month of December, every year, towards leave travel allowance (LTA).

8. Demand No. 8: Medical Benefits and Insurance Cover

It is demanded that the workmen who are out of the purview of Employees State Insurance Scheme should be ensured holistic and tangible health coverage.

9. Demand No. 9: Vacancies

The Union demands that all the vacancies of helpers, operators in the following 'Departments'

of Arlem Breweries Limited should be filled up immediately.

- Fermentation.
- Effluent Treatment Plant.
- Bottling Plant for Labelling M/c.
- Boiler.
- Work shop.
- Yard.

(II) If the answer to (1) above is in the affirmative, then, to what relief the workmen are entitled?"

2. Notices were issued to both the parties. On 9-12-2008, both the parties appeared before this Tribunal and filed an application at Exb. 5 stating that they have entered into a settlement and have resolved the dispute. The parties have stated that in view of the said settlement, the dispute does not survive.

3. Since the parties have resolved their dispute, the dispute referred to this Tribunal vide order dated 17-4-2008 no longer survives.

4. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal,
-cum-Labour Court-I

Notification

No. 28/1/2009-IAB/496

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 02-04-2009 in reference No. IT/19/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 7th May, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/19/04

The Goa Milk Union,
Employees Association,
Curti, Ponda-Goa. ... Workmen/Party I
V/s
Goa State Co-operative Milk,
Producers Union Limited,
Curti, Ponda-Goa. ... Employer/Party II
Workmen/Party I - Adv. V. Menezes.
Employer/Party II - Adv. G. B. Kanat.

A WARD

(Passed on this 2nd day of April, 2009)

1. The workmen named in the reference and represented by the Party I Union are the employees of the Party II. The Party I has stated that the Party II has not created Promotional Avenues and the same has resulted in stagnation of the workmen in their present post. The party I has stated that the Government of Goa has evolved a scheme for Time Bound Promotional Scale (T. B. P. S.) under Office Memorandum dated 22-12-89 wherein it provides for promotional scales to be extended to workmen who have completed 12 years of service in the post held by him, in the event he is not promoted in the said 12 years. The workmen of the Government of Goa would therefore be entitled to the pay scale applicable to the next higher post on completion of 12 years in the post held by him. The Party I has stated that in the past the Party II had extended the benefits of the said scheme to some workmen whose names are listed in Annexure II. The Party I has stated that the workmen named in the reference are also entitled for the benefits of the said scheme. The Party I has stated that the action of the Party II in refusing to extend benefits of the said scheme to the workmen involved in the present reference is bad, unjustified and illegal. The Party I has therefore prayed that the benefits of the said scheme should be extended to the workmen involved in the reference.

2. The Party II was duly served. On 6-1-09, the parties appeared before the Tribunal and stated that the parties have arrived at a settlement. The parties have placed on record a copy of the settlement at Exb. 16 and have prayed to pass an award in terms of the said settlement. The said settlement at Exb. 16 is agreeable to both parties and the terms are in the interest of the workmen. Hence, I pass the consent award as per the settlement.

ORDER

- 1 It is mutually agreed by and between the parties that the eligible employees will be

upgraded as per the Assured Career Progression Scheme.

- 2 It is agreed by and between the parties that those employees who have completed 12 years or more in the same scale will be upgraded to the next higher promotional scale under the Assured Career Progression Scheme on the same basis as implemented by the Government of Goa vide Office Memorandum No. 1/1/82-PER/(Part II) dated 22-02-2001.
- 3 It is agreed between the parties, as one time arrangement, the management will pay 50% difference of arrears that would have been accrued upto 31-3-08 had the workmen been promoted/upgraded on the day they completed 12 years and further arrears in full from 1-4-08 onwards. It is further agreed by and between the parties that the arrears arising out of this settlement will be paid by the management by 31st May, 2009.
- 4 The settlement is in full and final settlement of all the demands raised by the union and workmen on account of which the dispute arose. Those demands which are not specifically dealt with herein as regards upgrade under A.C.P. Scheme were discussed and stand withdrawn.
- 5 It is agreed by and between the parties to resolve the differences, if any, through mutual discussions and constitutional means as provided by law.
- 6 The union and the workmen further agreed not to raise any further financial burden on the management of any dispute on the matter on which this settlement is being mutually agreed by and between the parties.
- 7 The union and the workmen agree to maintain discipline at the work place, will not encourage any unfair labour practice, will follow safety norms and co-operate with management in maintaining flexibility in work place by working in any area/department irrespective of their grades/designation and or normal work culture, whenever it is required due to exigencies of work or lack.

- 8 Both the parties agree and undertake to file a copy of this settlement before the Hon'ble Industrial Tribunal on 18-12-08 when the hearing in reference No. IT/19/2004 is fixed with a request to pass a no dispute Award in terms of the settlement.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal,
-cum-Labour Court-I

State Directorate of Craftsmen Training

Order

No. 2/123/2007/EST/SDCT/(24)/3581

Read: 1. Order No. 2/123/2007/EST/SDCT/
/2639 dated 7-12-2007.

2 Order No. 2/123/2007/EST/SDCT/
/(24)-Part/4938 dated 9-7-2008.

The ad hoc promotion of Shri M. R. Allabaksh to the post of Asstt. Apprenticeship Adviser (Group B Gazetted) is hereby extended for further period of six months from 7-12-2008 to 6-6-2009 with the same terms and conditions stipulated in the above cited order.

This is issued with the concurrence of the Goa Public Service Commission vide its' communication No. COM/II/11/60(1)/03-07(Vol.II)/413 dated 12-3-2009.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Paraji, 1st July, 2009.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. 1/24/84-LD(ESTT.)Vol.1/3031

Read: Notification No. 1-24-84/LD dated
27-06-2006.

Government of Goa is pleased to appoint Ms. Priya V. Adpaiker, Advocate, Margao, as

Government Counsel before the All Courts (Excluding High Court & District Courts) in the South Goa District, under the terms and conditions prescribed by Government vide Notification dated 27-06-2006 cited above.

She will be entitled to receive her fees as per the terms and conditions contained in the said Notification dated 27-06-2006 as amended from time to time on submission of bills (in duplicate) to this Department alongwith the attendance certificates issued by the respective Courts.

She should also comply with the instructions contained in the Government circular No. 4-43-99/LD dated 04-05-2000.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).

Porvorim, 6th July, 2009.

Order

No. 1/24/84-LD(ESTT.)Vol.1/3030

Read: Notification No. 1-24-84/LD dated
27-06-2006.

Government of Goa is pleased to appoint Shri Ravindra R. Sangodkar, Advocate, Sangolda, Bardez as Government Counsel before the District Court (North) and Civil Courts below it for "other cases", under the terms and conditions prescribed by Government vide Notification dated 27-06-2006 cited above.

He will be entitled to receive his fees as per the terms and conditions contained in the said Notification dated 27-06-2006 as amended from time to time on submission of bills (in duplicate) to this Department alongwith the attendance certificates issued by the respective Courts.

He should also comply with the instructions contained in the Government circular No. 4-43-99/LD dated 04-05-2000.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).

Porvorim, 6th July, 2009.

Department of Personnel**Order**

No. 15/25/2002-PER

Shri Soma G. Shetkar, B.D.O., Pernem shall hold charge of the post of the Chief Officer of Pernem Municipal Council in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st July, 2009.

Order

No. 6/12/97-PER

Read: 1. Order No. 6/12/97-PER dated 26-12-2006.

2 Order No. 6/12/97-PER dated 13-10-2008.

The extension of Extraordinary Leave for a further period of two years w.e.f. 01-01-2009 to 31-12-2010, sanctioned to Shri Arun L. Dessai, Senior Scale Officer of Goa Civil Service, vide Order read at (2) above is hereby curtailed upto 30-06-2009, at his own request.

Consequently, on his reporting duties w.e.f. 01-07-2009, Shri Dessai is posted as Additional Director (Vigilance), with immediate effect in place of Shri Amarsen W. Rane, who has proceeded on sick leave.

Shri Swapnil M. Naik, Director of Tourism shall continue to hold additional charge of the post of Director of Public Grievances in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st July, 2009.

Memorandum

No. 5/8/2003-PER-I

The Seniority of Junior Scale Officers of Goa Civil Service was last finalized vide Memorandum No. 5/8/2003-PER dated 20-06-2006.

Consequent upon the recommendation of the GPSC for promotion of Junior Scale Officers of Goa Civil Service to the Senior Scale of the Service in terms of Rule 21 of Goa Civil Service Rules, 1997 as conveyed by the GPSC vide its letters No. COM/II/11/42(2)/96 dated 02-12-2004 and No. COM/II/11/42(2)/96/266 dated 24-10-2008, a Tentative Seniority List is drawn as per the merit recommended by the GPSC and circulated to all Senior Scale Officers of Goa Civil Service:

Sr. No.	Name of the Officer	Date of appointment in the Grade	Date of Retirement	Re-marks
1	2	3	4	5
1.	Shri Sandip Jacques	29-07-2005	31-05-2031.	
2.	Shri Arun L. Desai	29-07-2005	30-11-2019.	
3.	Shri N. D. Agarwal	29-07-2005	01-01-2013.	
4.	Shri S. M. Naik	29-07-2005	30-06-2033.	
5.	Shri Elvis Presly Gomes	29-07-2005	01-01-2023.	
6.	Shri Menino D'Souza	29-07-2005	30-11-2023.	
7.	Shri Vasant P. Bodnekar	29-07-2005	31-08-2009.	
8.	Shri S. V. Naik	29-07-2005	30-06-2020.	
9.	Smt. Candida Fernandes	29-07-2005	30-11-2010.	
10.	Shri N. B. Narvekar	29-07-2005	31-01-2012.	
11.	Shri P. K. Patidar	29-07-2005	31-08-2014.	
12.	Shri Narayan Sawant	29-07-2005	30-11-2022.	
13.	Shri G. P. Naik	29-07-2005	31-05-2011.	
14.	Shri Sanjit R. Rodrigues	29-07-2005	31-07-2031.	
15.	Shri J. B. Bhingui	29-07-2005	30-04-2015.	
16.	Shri Damodar B. Shanke	29-07-2005	31-05-2021.	
17.	Shri Sanjit M. Gadkar	29-07-2005	20-02-2033.	
18.	Shri Cipriano Fernandes	29-07-2005	30-09-2009.	

1	2	3	4	5
19.	Shri Y. M. Maralkar	29-07-2005	31-10-2030.	
20.	Shri Gopal-krishna Padgaonkar	29-07-2005	31-01-2011.	
21.	Shri M. B. Kumthekar	29-07-2005	30-09-2013.	
22.	Shri Melvyn A. Vaz	29-07-2005	31-03-2026.	
23.	Kum. Margaret Fernandes	29-07-2005	31-07-2020.	
24.	Shri Vinesh V. Arlenkar	30-12-2005	31-10-2025.	
25.	Shri Amarsen W. Rane	17-11-2008	30-04-2028.	
26.	Shri Prasad V. Lodayekar	17-11-2008	31-05-2028.	
27.	Shri Joseph S. Monteiro	17-11-2008	31-12-2009.	
28.	Shri Michael M. D'Souza	17-11-2008	31-10-2035.	
29.	Shri Y. B. Tavde	17-11-2008	01-06-2017.	
30.	Shri H. D. Mashelkar	17-11-2008	31-08-2010.	
31.	Shri Dattaram G. Sardessai	17-11-2008	31-10-2023.	
32.	Shri T.S. Sawant	17-11-2008	31-10-2018.	
33.	Shri Arvind D. Ioliyekar	17-11-2008	30-04-2021.	
34.	Shri Vallabh K. Kamat	17-11-2008	31-03-2011.	
35.	Shri Francisco Teles	17-11-2008	30-06-2011.	
36.	Shri Gurudas P. Pilarnekar	17-11-2008	30-11-2024.	
37.	Shri Joazinho Vaz	17-11-2008	30-09-2011.	

All the Senior Scale Officers are requested to scrutinize the list and in case they have any

objection with regard to seniority assigned to them, they should intimate in writing to the undersigned on or before 18-07-2009. Objections received after the due date will not be entertained.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 26th June, 2009.



Department of Public Health

Order

No. 4-23-2002-II/PHD

Read: Memorandum No. 4-23-2002-II/PHD dated 05-06-2009.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(1)/2004/111 dated 27-05-2009, Government is pleased to appoint Dr. (Mrs.) Savita Maria Teresa D. G. Pinto Santana Da Silva to the post of Lecturer in Medicine (Group "A" Gazetted) in Goa Medical College, Bambolim on temporary basis in the pay scale of Pay Band-3, Rs. 15,600-39,100 with Grade Pay of Rs. 6,600/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. (Mrs.) Savita Maria Teresa D. G. Pinto Santana Da Silva shall be on probation for a period of two years.

Dr. (Mrs.) Savita Maria Teresa D. G. Pinto Santana Da Silva has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of her character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, her service will be terminated.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 15th June, 2009.

Order

No. 22/1/2001-I/PHD

Read: 1) Order No. 7/4/2006-PER dated 10-01-2008.
 2) Order No. 7/4/2006-PER dated 16-01-2008.
 3) Order No. 22/1/2001-I/PHD dated 25-06-2008.

Government is pleased to extend the term of ad hoc appointment of Dr. Pradeep Padwal, Dy. Director, Directorate of Health Services as Project Director in Goa State Aids Control Society on deputation for further period of one year w.e.f. 01-07-2009 or till the vacancy is filled on regular basis, whichever is earlier.

The deputation of Dr. Pradeep Padwal shall be governed in accordance with the terms and conditions laid down in the OM No. 13/4/74-PER dated 12-02-1999 and as amended from time to time from Department of Personnel, Secretariat.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health-II).

Porvorim, 3rd July, 2009.

Order

No. 22/2/97-I/PHD/P.F.

Read: Memorandum No. 22/2/97-I/PHD/P.F. dated 08-04-2009.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/24(2)/89-98/Vol. I/52 dated 17-02-2009, the Government is pleased to appoint Dr. Rajesh Jorgo Gaonkar to the post of Public Health Dentist (Group A' Gazetted) in the Pay Band-3 and pay scale Rs. 15,600-39,100+5400/- under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum of even number dated 08-04-2009 and post him at Asilo Hospital, Mapusa.

Dr. Rajesh Jorgo Gaonkar shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health-II).

Porvorim, 3rd July, 2009.

Department of Revenue**Notification**

No. 22/11/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for construction of internal road near Vaddem Lake in Vasco Constituency.

Now, therefore, the Government hereby notifies, under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Dy. Collector/SDO, Mormugao-Goa, to perform the functions of a Collector, South Goa District, Margao-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

- 1 The Collector, South Goa District, Margao-Goa.
- 2 The Dy. Collector/SDO, Mormugao, Goa.
- 3 The Executive Engineer, W.D.VI(R-S), PWD, Fatorda, Margao.
- 4 The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector/SDO, Mormugao, Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Mormugao

City: Vasco-da-Gama

P.T. S. No./ Chalta No.	Names of the persons believed to be interested	Approximate area in m ²
1	2	3
68/30 Part	Smt. Ludovina Sanches.	145
68/28 Part	Augustino Agnelo Sanches. Anthony John Sanches.	65
68/29 Part	Shri Ramnath Vasudeva Shanbag.	100
68/25 Part	Shri Edwin Mascarenhas Araujo. Shri Cartano Jose Mascarenhas Araujo. Shri Fausto Mascarenhas Araujo. Shri Oscar Mascarenhas Araujo.	180
68/18 Part	Confre de Confraria de Santissimo. Sacramento de Nossa Senhora de.	435
68/23 Part	Agricultural property. Church property.	55
68/24 Part	Agricultural property. Church property.	35
68/14 Part	Fabrica de Igreja de Mormugao.	425
68/9 Part	Institution fabrica de Igreja de Mormugao.	10

Boundaries :

North : PTS 68, Chalta 30.

South : Road.

1	2	3
East	: PTS Chalta 35, 33, 32, 29, 18, 23, Nala, 24, 14.	
West	: PTS 68 Chalta 30, 28, 29, 25, 18, Nala, 9, 14.	
		Total: 1450

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 1st July, 2009.

Notification

No. 23/19/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for construction of road to Harijanwada to Mahadev Temple in V. P. Latambarcem in Bicholim Taluka.

Now, therefore, the Government hereby notifies, under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Dy. Collector/S.D.O., Bicholim-Goa to perform the

functions of the Collector, North Goa District, Panaji-Goa under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

- 1 The Collector, North Goa District, Panaji-Goa.
- 2 The Dy. Collector/S.D.O., Bicholim-Goa.
- 3 The Executive Engineer, W.D. XXIII, P. W. D., Bicholim-Goa.
- 4 The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector/S.D.O., Bicholim-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bicholim **Village:** Latambarcem

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
425	Part O: 1 Babali Govind Parwar. 2 Savitri Deugo Parwar. 3 Puno Bala Parwar. 4 Babli Sagun Parwar. 5 Yeshwant Chandru Parwar. 6 Anant Chandru Parwar. 7 Gopal Chandru Parwar. 8 Yesso Shiva Parwar.	1550
	O R: 1 House owned by Babali Govind Parwar. 2 House owned by Yesso Shiva Parwar. 3 House owned by Puno Bala Parwar. 4 House owned by Savitri Deugo Parwar. 5 House owned by Anant Chandru Parwar. 6 Hut owned by Bhiva Chandru Parwar. 7 Hut owned by Bhiva Chandru Parwar.	
414/1	O: Shri Devi Sateri Kelbai of Ladape.	450
414/3	O: Yeshwant Sagun Kalangutkar.	130

1	2	3
414/4	O: Yeshwant Sagun Kalangutkar.	340
414/5	O: Shri Devi Sateri Kelbay Devasthan Ladfe.	1130
410/2	O: Mushtak Dnyanesha Rajguru.	50
	T: Krishna Rama Mopkar.	
410/1	O: Shri Devi Sateri Kelbay Ladfe.	750
407/1	O: Ganpat Vithal Mopkar.	200
407/4	O: Arjun Sagun Khamal.	20
407/5	O: Bagirati Govind Malik.	44

Boundaries :

North : S. No. 425, 414/1, 3, 4, 5.

South : S. No. 425, 414/1, 3, 4, 5, 407/5.

East : S. No. 414/5, 410/2, 1, 407/1, 4, 5.

W est : Road, S. No. 414/5, 410/1, 407/1, 5.

Total: 4664

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 1st July, 2009.

Notification

No. 23/39/2008-RD

Whereas by Government Notification No. 23/39/2008 dated 24-09-2008 published on pages 785 & 786 of Series II No. 28 of the Official Gazette dated 10-10-2008 and in two newspapers (1) "Herald" dated 27-09-2008 and (2) "Gomantak" dated 29-09-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for public purpose, viz. Land Acquisition for const. of B/4 Distributory of R.B.M.C. of T.I.P. from ch. 0.00 km. to ch. 1.965 kms. in Dhargal Village Pernem Taluka (addl. area).

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall at any time, on the expiry of fifteen days from the date of the

publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer (N), Goa Tillai Irrigation Development Corporation, Karaswada, Colvale road, Bardez-Goa to perform the functions of a Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer (N), Goa Tillai Irrigation Development Corporation, Karaswada, Colvale road, Bardez-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka : Pernem

Village: Dhargal

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

388/3B O:	1 Prachi Umesh Deshpabhu.	4155
	2 Deepa Narayan Pai.	
	3 Amita Guruprasad Prabhu.	
	4 Vijaykumar Upendra Prob Sinkre.	
	5 Bharati Shivanand Thali.	
	6 Geeta Raghunath Deshpabhu.	
	7 Umesh Raghunath Deshpabhu.	
	8 Upendra Raghunath Deshpabhu.	
	9 Teja Vijaykumar Prob Sinkre	
	10. Shivanand Vinayak Thali.	
	11. Narayan Pandurang Pai.	
	12. Guruprasad Sakharam Prabhu.	
T:	Nil.	

(Other Rights):

1. Babu Jairam Harmalkar.
2. Vishnu Jairam Harmalkar.
3. Rajo Jaidev Padloskar.
4. Tanko Jairam Padloskar.
5. Vittal Babaji Padloskar.
6. Navso Sambhaji Thakur.
7. Narayan Shiva Thakur.

1	2	3
	8 Ladu Anaji Thakur.	
	9 Bombdo Krishna Thakur.	
	10. Shantaram Sitaram Thakur.	
	11. Laximan Babaji Thakur.	
391/0 O:	1 Rajendra Vasudev Deshpabhu.	300
T:	Nil.	
410/0 O:	1 Raghunath Kesav Prabhudesai.	3720
	2 Mahadev Ghanasham Prabhudesai.	
	3 Raji Tukaram Prabhudesai.	
	4 Jairam Balakrishna Prabhudesai.	
	5 Bhalchandra Gopal Prabhudesai.	
	6 Uttam Ramchandra Prabhudesai.	
	7 Rukhmini Ladkoba Prabhudesai.	
	8 Kashibai Pandurang Prabhudesai.	
	9 Ghanasham Yeshwant Prabhudesai.	
	10. Jaywantibai Ganpath Matkar.	
	11. Pandurang Hari Prabhudesai.	
	12. Govind Shivram Prabhudesai.	
	13. Aatmaram Shivram Prabhudesai.	
	14. Bhalchandra Mukund Prabhudesai.	
	15. Madhusudan Krishnaji Senai.	
T:	Nil.	
411/7 O:	1 Govind Vasudev Desai.	276
T:	1. Thryambak Nana Kanholkar.	

(Other Rights):

1. Mohan Tukaram Kanholkar.

Boundaries :

North : S. No. 388/3-B, 391, 411/6, S. No. 410.

South : S. No. 388/3-B, 391, 388/2, 411/7, 458, 410.

East : S. No. 388/3-B, 391, 410, 458.

West : S. No. 371, 388/3-B, 391, 411/7, 459/15, 16, 17.

Total: 8451

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 1st July, 2009.

Notification

No. 22/17/2008-RD

Whereas by Government Notification No. 22/17/2008-RD dated 20-06-2008 published on pages 318 to 319 of Series II No. 13 of the Official Gazette dated 26-06-2008 and in two newspapers (1) "Gomantak Times" dated 25-06-2008 (2) "Pudhari" dated 26-06-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose, viz. Land Acquisition for widening of ODP road and construction of new road at Bhatulem, Panaji City of Tiswadi Taluka.

And whereas, the Government of Goa (hereinafter referred to as the "Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector and S. D. O., Sub-Division, Panaji to perform the functions of a Collector, North Goa District, Panaji for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector and S. D. O., Sub-Division, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi**City:** Panaji

P.T. S. No./ Chalta No.	Names of the persons believed to be interested in the land and nature of their interest	Area in sq. mts.
1	2	3
125/14P	Smt. Kanam Bi.	143.00
125/23P	Smt. Kanam Bi.	25.00
125/24P	Smt. Kanam Bi.	15.00

1	2	3
125/13P	Adam Ismail Khan & Farida Adam Khan.	92.00
125/12P	Gopal Krishna V. Fatarpekar. Shambu V. Fatarpekar. Ramnath V. Fatarpekar.	70.00
125/2P	Rajesh V. Kamat. Sailesh V. Kamat.	1635.00
25/2-BP	M/s. Naik & Sons.	30.00
125/1P	Ganapati N. Naik.	15.00
125/2-AP	Shaikh Latif.	8.00
125/25P	Bhalachandra Dattaram Kamat.	500.00
126/4P	Narayan Datta Madkaikar.	705.00
126/1P	Balachandra Dattaram Camotim Cadio. Vamon Dattaram Camotim Cadio. Narayan Dattaram Camotim Cadio.	12.00
126/2P	Shantaram Vitoba Madkaikar. Sunita Shantaram Madkaikar.	9.00
126/3P	Prakash Vithoba Madkaikar. Rajani Prakash Madkaikar.	145.00

Boundaries :

North : Road, Nala, & P.T. S. 110/3.

South : P.T. S. 126/4 & Road.

East : P.T. S. 126/4, 125/10.

West : P.T. S. 110/3, 125/2, 26, 126/1.

Total: 3404.00

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 10th July, 2009.

Notification

No. 22/36/2008-RD

Whereas by Government Notification No. 22/36/2008-RD dated 26-09-2008 published on pages 801 to 802 of Series II No. 29 of the Official Gazette

dated 16-10-2008 and in two newspapers (1) "Herald" dated 30-09-2008 (2) "Pudhari" dated 30-09-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose, viz. Land Acquisition for development of Government Village School Playground at Assonora in Bardez Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government" after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector (IA), Collectorate of North Goa District, Panaji, to perform the functions of a Collector, North Goa District, Panaji, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector (IA), Collectorate of North Goa District, Panaji, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bardez

Village: Assonora

Sy. No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
102/1(P) O:	Comunidade of Assonora.	2253
	2 Government of Goa.	
	3 Executive Engineer, W.D.VI Irrigation Department, TIP Complex, Colvale, Bardez-Goa.	

1	2	3
	4 Executive Engineer, W.D. VIII, GTIDC, Bicholim.	
115/5(P) O:	Dinath Anant Tangsali, Assonora, Bardez-Goa.	1205
115/6(P) O:	Dinath Anant Tangsali, Assonora, Bardez-Goa.	690
	2 Annapurna D. Tangsali, Assonora, Bardez-Goa.	
115/7(P) O:	Luis Vaz Cotaca, Assonora, Bardez-Goa.	1430
115/8(P) O:	Felix Vaz, Assonora, Bardez-Goa.	138
	2 Jhon Vaz, Assonora, Bardez-Goa.	
	3 Alecin Vaz, Assonora, Bardez-Goa.	
	4 Mathio Vaz, Assonora, Bardez-Goa.	
115/9(P) O:	Santan Fernandes, Assonora, Bardez-Goa.	213
115/10 O:	Comunidade of Assonora, Bardez-Goa.	6325
115/18 O:	Clemente Fernandes, Assonora, Bardez-Goa.	1600
	2 Rainaethel Santan Fernandes alias Raina D'Souza, Assonora, Bardez-Goa.	
	3 Liberata Lerry Santan Fernandes, Assonora, Bardez-Goa.	

Boundaries :

North : S. No. 115/5, 6, 7, 8, 9, 102/1.

South : 115/5, 6, 7, 17, Road, 115/19, 20.

East : 102/1, Nala.

West : 115/4.

Total: 13854

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 10th July, 2009.

Department of Town & Country Planning**Order**

Ref. No. 4/1/10-89/UDD/PP/TCP/09/2320

On the recommendations of the Goa Public Service Commission as conveyed vide letter No. COM/II/50(1)/2009/28 dated 18-6-2009 and Government approval obtained vide Note No. 4-1-10-89-UDD/TCP-09/2136 dated 24-6-09 the Governor of Goa is pleased to promote Shri James Mathew, Senior Town Planner (Ad hoc) presently posted at North Goa District office, Town & Country Planning Department, Mapusa to the post of Senior Town Planner on regular basis with immediate effect in the pay scale of Rs. 10,000-15,200 (pre-revised).

Shri James Mathew, Senior Town Planner shall exercise the option of fixation of pay within a

period of one month from the date of promotion in terms of G.F.R. 22(1) (a) (i).

He shall be on probation for a period of one year from the date of promotion.

The expenditure shall be debited to the Budget Head:

- 2217 — Urban Development.
- 00 —
- 800 — Other Expenditure.
- 10 — Strengthening of Departmental.
Administration (Plan).
- 01 — Salaries.

By order and in the name of the Governor
of Goa.

Morad Ahmad, Chief Town Planner & ex officio
Joint Secretary.

Panaji, 9th July, 2009.